

AGREEMENT BETWEEN THE

COUNCIL BLUFFS ASSOCIATION

OF PROFESSIONAL FIREFIGHTERS

LOCAL 15

AND THE

CITY OF COUNCIL BLUFFS

July 1, 2004 through June 30, 2005

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## **PREAMBLE**

**WHEREAS,** The City of Council Bluffs, by authorization of the laws of the State of Iowa, is a municipal corporation, and

**WHEREAS,** The Union and the City ascribe to and recognize that the mission and purpose of the City of Council Bluffs is to provide quality and economic municipal services to the citizens we serve.

## **THEREFORE**

This contract is entered into as of July 1, 2004 between the City of Council Bluffs, hereinafter referred to as the City, and the Council Bluffs Association of Professional Firefighters, Local 15, hereinafter referred to as the Union.

It is the intent and purpose of this contract to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Nothing in this contract shall be construed as waiving rights that have historically, traditionally, and by past practice been enjoyed by sworn firefighters in regard to matters which are mandatory subjects of bargaining, with the understanding that none will interfere with the performance of duties.

## ARTICLE 1

### **RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative for public employees within the following unit:

Permanent, full-time members of the Fire Department; excluding Fire Chief, Assistant Fire Chiefs, civilian employees, casual employees, temporary employees, and those employees identified under the provisions of Section 4 of the Public Employment Relations Act.

## ARTICLE 2

### **UNION ACTIVITY**

**Section 1** - There shall be no discrimination, interference, restraints, or coercion by the employer against any employee for his activity on behalf of the members of the bargaining unit, or membership in the Union, nor will the City encourage membership in another union.

**Section 2** - The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## ARTICLE 3

### **DUES CHECK-OFF**

**Section 1** - The City shall deduct regular monthly dues from the pay of each employee covered by the Agreement provided that at the time of such deduction there is in the possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

## **Dues Check Off (continued)**

**Section 2** - Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

**Section 3** - Such authorization deductions shall be made from the second payroll period of each calendar month and will within ten (10) days be remitted to the Secretary Treasurer of the Council Bluffs Association of Professional Firefighters, Local 15. The Union shall advise the City in writing of the name of such official.

**Section 4** - If an employee has no pay coming for the second payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month, such deductions shall be limited to the amount of the current regular monthly union dues, and shall not include dues for the prior months or any portion thereof.

**Section 5** - If the City receives an employee revocation of authorization on or before the eighth day of the first payroll period of the calendar month, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.

**Section 6** - At the time of execution of the Agreement, the Union shall advise the City in writing, of the amount of the regular monthly Union Dues. If, subsequently, the Union request the City to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular monthly Union dues duly approved in accordance with the Union constitution and by-laws.

**Section 7** - The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

**MANAGEMENT RIGHTS**

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to, the following:

1. Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City.
2. The Union recognizes the exclusive right of the City to establish reasonable work rules.
3. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest.
4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by the employee.
5. The City reserves the right to discipline or discharge for cause.
6. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful or unproductive.
7. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
8. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting is vested by the City.
9. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.
10. The City retains the right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this contract.

## **Management Rights (continued)**

11. The location, establishment and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of same are rights vested in the City.
12. The City shall have the right to establish, implement, change, modify, adjust and discontinue any process, technique, method, means of providing public service or distribution of same and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
13. The City shall have the right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of the agreement.
14. The City shall have the right to create, establish, change, modify, and discontinue any City function, operation and department.
15. The City reserves the right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health and public relations and procedures and policies for the safety, health and protection of City property and personnel.
16. The City reserves the right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
17. The right to determine, effectuate, and implement the objectives and goals of the City vests in the City.

## **ARTICLE 5**

### **HOURS**

1. The work schedule is a regular reoccurring cycle of nine (9) consecutive twenty-four (24) hour periods. It may begin on any day of the week and need not be the same for all shifts and all employees. Once established, an employee's work cycle may not be changed unless the change is intended to be permanent, except as otherwise provided in Section 7 of this article.

## Hours (continued)

2. Hours worked include all time any employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he is required to work.
3. Twenty-four (24) consecutive hours on duty shall constitute a duty tour. Employees scheduled to work on a regular duty tour shall have a regular Starting and quitting time.
4. Twenty-four (24) hour tours of duty commencing at:

7:00 a.m. - 7:00 a.m.	Day one - shift one works
7:00 a.m. - 7:00 a.m.	Day two - shift one off duty
7:00 a.m. - 7:00 a.m.	Day three - shift one works
7:00 a.m. - 7:00 a.m.	Day four - shift one off duty
7:00 a.m. - 7:00 a.m.	Day five - shift one works
7:00 a.m. - 7:00 a.m.	Day six - shift one off duty
7:00 a.m. - 7:00 a.m.	Day seven - shift one off duty
7:00 a.m. - 7:00 a.m.	Day eight - shift one off duty
7:00 a.m. - 7:00 a.m.	Day nine - shift one off duty

Repeating schedule, averages 56 hours a week over the year.

5. The work schedule for employees assigned to a forty (40) hour work week shall be established by the Fire Chief. A 30 to 60 minute unpaid lunch period shall be established at the Chief's discretion.
6. For employees assigned to the 24 hour work day, the employee's hourly rate of pay for purposes of overtime compensation and the calculation of benefits paid on an hourly basis shall be computed by dividing the bi-weekly wage by 106. The City's hourly rate of pay for employees working a forty (40) hour per week work schedule shall be computed based on a forty (40) hour work week.
7. One firefighter (with least seniority) shall be assigned to the position of roving firefighter. This position has the duties and responsibilities of a firefighter and is differentiated by the work hours assigned. A firefighter assigned to the roving position shall not have a permanent work cycle, but said schedule shall be assigned by the Fire Chief or his designated representative. Shift changes shall be presented to the roving firefighter five days prior to assignment. The rover assignment will continue for as long as the number of positions assigned to the firefighter rank is not evenly divisible by three (3).



## ARTICLE 6

### **OVERTIME**

For all time worked in excess of those regularly scheduled, payment shall be at the rate of one and one-half (1 ½) times the regular hourly rate as shown on the pay scale in Appendix A and B. When an employee is recalled to work outside his regularly scheduled shift, he shall be paid for a minimum of two and one-half (2 ½) hours at the rate of time and one-half, or double time when such recall occurs on a holiday. This shall not be interpreted as including a temporary readjustment of shift hours. Employees who are held over at the end of their shift so that they are working on the holiday shall also be eligible for pay at the double time rate for all time worked on the holiday.

The parties recognize that the overtime standards of the F.L.S.A. are different from this contractual provision. Examples of how the F.L.S.A. is applied to Fire Union employees is contained in Appendix E of this contract.

#### **Overtime Call Out**

Except in cases of emergency, as determined by the Employer, overtime offered to the employees covered by this agreement shall be done in accordance with the following procedures. Employees are expected to work overtime when conditions necessitate.

The Fire Department administration on each shift shall maintain a separate overtime list for the rank of Firefighter, Engineer, and Captain with names of employees who wish to be called for overtime assignment. EMT-B overtime will be filled utilizing the Captain, Engineer and firefighter overtime lists under the position for position provision of the department's S.O.P. on Overtime. Employees on an overtime list who are not qualified for an overtime assignment shall be passed over and noted as not qualified.

A separate overtime list for employees who are certified paramedics will also be maintained. All employees in the fire fighter/paramedic rank and all employees being paid as a paramedic will be placed on this list based on seniority. Only employees on this list will be eligible for overtime assignments requiring paramedic certification.

The Fire Department administration on each shift shall maintain an overtime list for each rank with names of employees who wish to be called for overtime assignment. The names of employees who did not sign up when the initial lists were established shall be added to the bottom of the list upon written request to the Assistant Chief.

Overtime assignments will be made in such a way that employees have at least twelve (12) hours off duty before the overtime assignment and twelve (12) hours off duty before reporting for their regular duty. In the case where the overtime assignment would normally need to be split between two shifts to comply with this rule, an employee who is called for overtime when on vacation shall not be allowed to work more than 12 hours.

Calls to personnel for “prior notice” and “same day” overtime will be started between the hours of 0600 and 0700, unless the overtime is required to maintain any minimum manning standards established by the Fire Chief. If the assignment requires employees from different shifts be used, both calls will be made as close as is possible to each other. When a call is made to an employee on the shift that is currently working, the call will be placed to the employee at his work number. In the case an employee is using an answering machine, the Assistant Chief will leave a brief message so the employee knows he was called.

Employees shall be offered overtime in the following order:

1. The eligible employee highest on the appropriate list who can be contacted shall be offered the assignment. While this employee may turn down the overtime assignment, this employee shall be required to work the assignment should all other employees on the list not answer or turn down the assignment.
2. If the highest eligible employee turns down the overtime assignment, all other employees on the appropriate list will be called in the order in which their name appears on the list.
3. If all employees on the appropriate list cannot be contacted, the list for the next lower rank will be used following the procedures described in paragraph 1 or 2 above. If the vacancy is for a firefighter, the list used will be for the next highest rank.

At the completion of this procedure the names of all eligible employees down to and including the employee who filled in shall go to the bottom of the appropriate list in the same order in which they originally appeared.

In the event that an error is made in the call out procedure, the name of the employee(s) affected shall not move and the employee(s) shall be called for the next applicable overtime assignment. All agreements to the contrary notwithstanding, the Chief or his designated representative shall have the authority to order to work any employee when required to ensure the provisions of necessary service.

## ARTICLE 7

### **ACCESS TO RECORDS**

Employees shall have access to their own personnel records upon request during normal City Hall working hours.

## ARTICLE 8

### **SENIORITY**

The seniority of employees covered by this agreement is set forth under the provisions of Section 400.12 of the Iowa Code.

#### **Applicable only to employees previously covered by CWA Ambulance Contract**

Employees who were previously civilian ambulance employees will be credited with seniority equal to seniority held under the CWA Ambulance contract for the purposes of determining sick leave eligibility, the vacation accumulation rate, and placement on the pay plan. For all other purposes (i.e. vacation bid rights, longevity, placement on the overtime lists) seniority in the bargaining unit shall begin with the date they are hired into the newly established fire fighter/paramedic rank. In regards to lay offs, civil service regulations shall control.

## ARTICLE 9

### **BULLETIN BOARDS**

The City agrees to provide space in the fire house and administration building for Union bulletin boards which shall be properly maintained by the Union and used for the following notices:

- A. Union Meetings
- B. Union Elections
- C. Reports of Union Committees
- D. Rulings or policies of the International Union
- E. Recreational and Social Affairs of the Union

The Union agrees that there shall be no other general distribution or posting by the Union or employees upon City property provided, however, the Fire Chief may permit other material not provided for above at his discretion to be posted or distributed. The material posted shall not contain anything political, or anything reflecting upon the City; any of its employees, or any other labor organization of City employees.

## ARTICLE 10

### **WORK STOPPAGES**

**Section 1.** The Union agrees that neither it nor any of its officers or agents will instigate, condone, authorize, or participate in any work stoppage, strike, slowdown, picketing, boycott, limitation of production or any other action which will interrupt or interfere with the operations of the City.

**Section 2.** The City agrees that it will not engage in any lockout of its employees as a result of a labor dispute with the Union.

**Section 3.** In the event an employee or employees covered by this agreement cause, instigate, or participate in any work stoppage, strike, slowdown, picketing, boycott, or any other action of the City, the Union agrees that it shall take immediate affirmative steps with the employee or employees involved to bring about an immediate resumption of normal operations of the City.

## ARTICLE 11

### **EDUCATIONAL BENEFIT**

#### **Section 1 - College Incentive Pay**

For employees hired on or before June 30, 1999, the following benefit shall apply:

The City will pay one (1) dollar per semester credit hour, per month, for all satisfactorily completed credit grades of "C" and above, and in excess of 12 semester credits to a maximum of \$110 per month. The City will pay for courses only within City approved programs. All individuals having between 13-18 semester credits shall relinquish the educational benefit after two (2) years if they haven't satisfactorily continued in an approved program and completed in excess of 18 semester credits.

Employees hired after June 30, 1999, shall not be eligible for the benefit provided in the section. These employees shall be eligible only for tuition Reimbursement as provided in Section 2 of this article.

#### **Section 2 - Tuition Reimbursement**

Employees shall be eligible to apply for tuition reimbursement in accordance with the City's Personnel Policy on Tuition Reimbursement. Such reimbursement shall be limited to courses taken under a City approved program which are applicable to the City's Emergency Medical Care services and Fire Protection Technology. No reimbursement will be provided for courses eligible for payment under Section 1 above.

Employees who are receiving payment under Section 1, College Incentive Pay, can request approval for tuition reimbursement for hours that would be eligible under Section 1. However, once such a request is approved, the employee shall no longer be eligible for any additional payment under Section 1 over and above the payment being received as of the date approval of such a request is given. The employee shall be eligible to continue any payment in effect at the time the approval is made.

In addition to the tuition reimbursement described in this section the cost of required books shall also be eligible for reimbursement provided that upon completion of the course the employee shall turn in all books to the Fire Chief.

## ARTICLE 12

### **SUBSTITUTING TIME**

Up to a maximum of fifteen (15) times per contract year, employees may be permitted to secure an employee with the same qualifications to substitute for them subject to the approval of their immediate supervisors. Additional trades shall be granted for purpose of accommodating the educational activities, required union activities, civic duties, and family illness or injury with the understanding that such trades will not interfere with the proper training of fire personnel.

The employee substituting shall be responsible to work the scheduled day. If the substituting employee is unable to work the trade day for any reason, the substituting employee shall be responsible for reimbursing the City the full overtime wage cost incurred by the City in obtaining a replacement for him. Should the employee who requested the trade be unable to work the agreed repayment trade day, this employee shall be responsible for reimbursing the City the full overtime wage cost incurred by the City in obtaining a replacement for him. However, an employee whose trade time is scheduled for less than an entire work day will not be relieved from duty until the employee who has agreed to substitute arrives to work the trade time.

Any such request for substitution shall be signed by both employees and shall be turned into their immediate supervisor a minimum of four hours prior to the trade time taking place. The request shall be approved by the company officer and the shift Assistant Chief of the employee requesting trade time. The trading of time is done for the convenience of the employees. The employer is in no way liable for any increase in cost which may result from any such trade.

## ARTICLE 13

### **MISCELLANEOUS LEAVES**

## **Section 1 - Court Leave**

- A. An employee who is required to serve as a witness or juror in Federal, State, County, or City court or as a litigant in a case resulting directly from the discharge of his duties as an employee shall be granted court leave with full pay to serve in that capacity. However, when the employee is testifying in other litigation to which the employee is a part, the employee shall not be granted court leave, but may use vacation time, trade time, or be granted leave without pay for the length of such service.
- B. When an employee is summoned to provide testimony before any Court of law, administrative Agency, or other governmental body as a result of a work related incident, leave shall be granted the employee or the employee shall be compensated for the time spent at the applicable rate. It is the responsibility of the employee to notify the Chief or Asst. Chief in writing, immediately upon receipt of such summons to be eligible for this benefit. Every effort shall be made to schedule this during the employee's working time. If it is not possible, the employee shall be paid only for the actual hours worked and provisions of Article 6, Overtime, which guarantees payment of the two and one-half hours minimum shall not apply.
- C. Procedure: An employee who is called for witness or jury duty shall present to his/her supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence, showing the actual time in attendance at court.
- D. Fees: No employee shall receive witness fees paid from his employer's funds.

## **Section 2 - Union Business**

- A. Members of the Union selected by the Union to participate in any other union activity may be granted a leave of absence, without pay, at the request" of the Union. A leave of absence for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union
- B. Up to four (4) members of Local #15 will be paid for contract negotiations with the City when negotiations are held during the member's normal duty schedule.
- C. One (1) member of Local #15 will be allowed time-off up to three (3) duty tours with pay to attend the International Association of Firefighters bi-annual convention.

## **Miscellaneous Leaves (continued)**

- D. Up to two (2) members of Local #15 will be allowed time-off up to two (2) duty tours each, with pay, to attend the Iowa Association of Professional Firefighters annual convention.
- E. The Fire Chief shall be notified in writing no less than ten (10) days prior to the anticipated absence for items C and D above.
- F. Up to two (2) members of Local #15 shall be allowed up to two hours each with pay, per session, to represent members of the bargaining unit for Civil Service meetings, Civil Service hearings and grievance procedures.

### **Section 3 - Emergency Leave**

In the case of an emergency, as determined by the shift supervisor, an employee may be granted up to two (2) hours off duty with pay.

### **Section 4 - Military Leave and Vote Time**

Military Leave and Vote Time are governed by the Code of Iowa, Chapters 29A.28 and 49.109.

## ARTICLE 14

### **VACATION**

#### **Section 1 - Eligibility and Allowance**

All eligible employees shall accrue an annual paid vacation according to the following schedule:

<b><u>Service Period</u></b>	<b><u>Accrual Rate</u></b>
0 to 6 years	144 hours per year
6 to 13 years	216 hours per year
13 to 19 years	288 hours per year
over 19 years	360 hours per year

Employees assigned to a 40 hour work week shall accrue an annual paid vacation according to the following schedule:

### **Vacation (continued)**

**Service Period****Accrual Rate**

0 to 6 years	80 hours per year
6 to 13 years	120 hours per year
13 to 19 years	160 hours per year
over 19 years	200 hours per year

Employees shall be eligible to use vacation only after completion of the probationary period (12 months).

**Section 2 - Adjustment for Change in Work Schedule**

Any employee who is transferred from a 56 hour work schedule to a 40 hour work schedule shall have their vacation accumulation adjusted by dividing their 56 hour accumulation by 72 and multiplying the result of this calculation by 40. In the case of an employee transferred from a 40 hour work schedule to a 56 hour schedule, the vacation accumulation shall be adjusted by dividing the 40 hour accumulation by 40 and multiplying the result of this calculation by 72. These adjustments shall only be made for employees who change work schedules after 6-30-91.

**Section 3 - Pay**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employees regular job on the date immediately preceding the employee's vacation period.

**Section 4 - Vacation Choice (56 Hours Personnel)**

Vacation periods are to be granted and scheduled by each Assistant Chief, taking into consideration the shift's work units, workload, and the employee's request and seniority. By December 1, the Assistant Chiefs shall begin contacting members of their respective shifts, in order of seniority, for the purpose of selecting their vacation choices in work week increments (3 consecutive tours for 56 hour personnel). Each employee, in order of seniority, shall denote his/her choice of vacation period to the Assistant Chief. The Assistant Chief shall contact the next ranking employee by seniority until all have denoted their choices. All employees must have made their choices by December 15, or forfeit their seniority rights for the purpose of choosing vacation periods. The employee can commit any portion of their accrued leave up to their total annual accrual during this process. However, once chosen, vacation must be taken. Vacation dates can only be changed as per the procedure outlined in Section 10 of this article.



**Section 5 - Optional Vacation Day**

After completing the process in section 4, the Assistant Chief will once again contact members of their respective shifts, by seniority, for the purpose of selecting an optional vacation day. Employees who have or can be expected to have accrued vacation may choose a work tour as an optional vacation day provided that the selection will not result in more than five (5) on vacation. An employee who does not wish to utilize the original optional vacation day choice may change it to another day provided that it does not result in more than five (5) employees on vacation that day.

**Section 6 - Use of Accrued Vacation**

During the year, employees may use accrued vacation in 12 hour increments starting at either 7:00 a.m. or 7:00 p.m. provided that, at the time of selection, it can be reasonably assumed that the request will not result in overtime. The request must be made no earlier than thirty calendar days prior to the leave and no later than the last day worked prior to the requested day off.

In cases where two absence requests are received the same day, preference will be given to the most senior employee based on seniority.

**Section 7 - Vacation "Sell Back"**

An employee who has accrued 75% of the employee's total accrual limitation by October 1 of each year shall have the option to "sell back" up to 72 hours of their vacation accumulation. Reimbursement will be made on an hour for hour basis and payment shall be made on the first pay day in December.

Forms will be provided at each station and the completed form must be submitted to the fire Chief no later than 5:00 p.m., October, 15. It shall be the sole responsibility of the employee requesting reimbursement to submit the request form in a timely manner.

**Section 8 - Posting**

By January 1 the vacation schedule for the upcoming vacation period shall be posted.

**Section 9 - Notice Upon Termination**

An employee who leaves the employment of the City in good standing, after having given two (2) weeks notice of such termination of employment, shall be compensated for vacation leave earned and accrued to the date of separation.

**Section 10 - Shift Transfer**

Employees transferred from one shift to another shall have their vacation rescheduled as close as possible to the original date selected. Employees transferring from a 40 hour assignment to a 56 hour assignment shall be allowed to pick vacation in 72 hour increments from the dates available on the shift to which they are being assigned at the time of the transfer. The employee shall be allowed to pick an optional day at the time of the vacation pick. An employee whose transfer is approved but not effective prior to November 1 shall be allowed to pick vacation with the employee's prospective 56 hour shift.

**Section 11 - Schedule Change**

If a vacation time is left open after all vacations, including the optional vacation day, have been picked, an employee shall be granted a vacation change in order to take advantage of the opening by submitting a written request to the Assistant Chief. Vacation openings created by the operation of this section shall be posted and filled by seniority among those requesting such time.

**Section 12 - Minimum Usage**

Except as provided in Section 5 and Section 6 of this Article, as well as Article 16, Funeral leave, there shall be a 72 hour minimum on use of vacation time for employees assigned the 56 hour work schedule.

**Section 13 - Vacation Grant**

Vacation periods are to be granted and scheduled by the City so that at least four (4) employees may be on vacation during each vacation period during the year. Vacation leave must be charged as used. All vacation leave must be approved by the Department Head in advance of the leave, and filed in the prescribed manner on a City absence report and leave request.

No more than one employee being paid as an EMT-P will normally be allowed vacation time off at the same time. However, if the number of qualified paramedics is sufficient to meet current or projected service needs without incurring overtime costs, the Chief may allow more than one paramedic vacation leave at the same time.

**Section 14 - Accrual Limitations**

Total accrued but unused vacation for an employee shall not at any time exceed twice the employee's annual accrual rate. Once an employee's total accrued vacation is equal to twice the employee's annual accrual rate, accrual of vacation will stop. Vacation accrual will

## **Vacation (continued)**

resume when the employee has utilized enough accrued vacation to allow for vacation accrual at their regular rate of accrual. Any vacation accruals lost to the employee because of this section are not recoverable by the employee.

### **Section 15 - Vacation Utilization**

Employees will only be allowed to take a vacation when, at the time of the leave, they have adequate accrued vacation to cover the duration of the leave. Vacation picks notwithstanding, no vacation leave request will be approved if it will result in the employee utilizing more vacation than the employee has accrued at the time of the leave.

Should an instance occur where an employee has inadvertently received more vacation leave than the employee has accrued, the amount of vacation used in excess of that accrued will be charged to future accruals. If the employee is terminating, the value of the vacation leave in excess of accruals will be deducted by the City from the employee's final pay check.

### **Section 16 - Seniority**

Seniority as used in this article shall be based on the total length of service as a sworn firefighter.

## **ARTICLE 15**

### **SICK LEAVE**

#### **Section 1 - Definition**

Sick leave is leave granted for non-service connected injury or illness which prevents an employee from performing his/her duties. No such leave shall be granted for injuries or illness connected with service for another employer, when that service was within the coverage of such an employer's worker's compensation.

#### **Section 2 - Eligibility**

Permanent full-time employees shall be eligible to use sick leave beginning the first day of employment.

#### **Section 3 - Utilization**

All permanent full time employees employed as of June 30, 2002 will be credited with 1140 hours of sick leave effective July 1, 2002. Effective July 1, 2002, employees will accrue sick leave at the rate of twelve (12) hours of sick leave per month worked. Unused sick leave will be permitted to carry over from one year to the next; however, at no time shall total accumulated sick leave exceed 1440 hours. Accumulated sick leave acquired since July 1 2002, will not be paid upon termination of employment for any reason.

### **Sick Leave (continued)**

Employees hired on or after July 1, 2002, will be credited with 72 hours of sick leave upon employment and will accrue sick leave at the rate of twelve (12) hours of sick leave per month worked to a maximum of 1440 hours of sick leave and shall be subject to the provisions made in the above paragraph.

At the discretion of the Mayor, vacation or other paid leave may be used in the event of illness only after all sick leave has been used.

### **Section 4 - Sick Leave Option**

All sick leave accrued by employees prior to July 1, 1978, shall vest with the employee, and may be used in the following manner:

- a. In lieu of the above plan.
- b. By cashing in all accrued sick leave accumulated under the previous plan upon honorable separation from the City at the rate of twenty-four hours pay (at the 53 hour rate) for each 48 hours of accrued sick leave. This option shall apply to employees with either a 40 or 56 hour schedule.
- c. By annually cashing in accrued sick leave at the rate of twenty-four (24) hours pay for 48 hours of accrued sick leave up to a maximum of 96 hours per year. Payment shall be made on the first payday in December.

### **Section 5 - Family Illness**

An employee shall be granted up to 32 hours sick leave (or up to 16 hours of sick leave for employees assigned to a 40 hour work week) for illness or injury in the immediate family unless extended by the Mayor. Immediate family shall mean the employee's spouse, parents, grandparents, children, brother or sister, step parents, and step children.

### **Section 6 - Catastrophic Family Illness**

In the event that an employee has been approved for a leave of absence under the Family Medical Leave Act for the purpose of providing medical care to the employee's child, spouse or parent, the following provisions for obtaining paid leave for some or all of the approved leave shall apply:

1. The employee will be required to utilize up to 100% of his accumulated vacation leave. The restrictions on vacation usage in Article 14, Sections 4, 5, 6, 11, and 12 shall not apply.
2. An employee who utilizes all of his vacation accumulation may request to use hours accumulated Perfect Attendance pay as paid leave.

### **Sick Leave (continued)**

3. After the paid leaves described above have been utilized an employee may use trade time. If necessary, the 15 tour trade limitation provided in Article 12 shall be waived.
4. Other union employees may, on a voluntary basis, contribute vacation leave to the employee on leave on an hour for hour basis to allow the employee to be absent with pay. The total of such contributions shall be limited to the same number of hours of trade time utilized in number 3 above. If this option is utilized it shall be the responsibility of the union to provide the City with a list of employees whose vacation accumulations will be debited, the dates of leave for which each contribution is intended, and written authorization from each employees contributing such vacation leave.

### **Section 7 - Reporting of Sick Leave**

The employee or a member of the employee's household shall notify the officer on duty in charge of the employee's assigned unit prior to the scheduled reporting time. No sick leave shall be granted to an employee who fails to notify the supervisor prior to the beginning of the work shift. Immediately upon return to work, the employees shall submit a leave form to his supervisor.

### **Section 8 - Medical Statement**

An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

- a. For the purpose of verifying illness or injury, or
- b. Certifying the employee as able to return to work in the position held prior to the illness or injury.

### **Section 9 - Medical Examination**

The employer may require a medical examination by a City physician to determine the eligibility of employees to remain on sick leave or to return to work. Said examination shall be paid for by the City.

### **Section 10 - Abuse or Fraud**

Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action.

### **Section 11 - Perfect Attendance Bonus Pay**

After the completion of six (6) months continuous employment, an employee shall be eligible for 12 hours pay at the 53 hour rate for each calendar quarter for which the employee records perfect attendance, (exclusive of absence due to on-the-job injuries, jury

**SICK LEAVE (continued)**

duty and funeral of immediate family members). Payment shall be made on the last payday in July. Employees assigned to the 40 hour work schedule shall be paid for this benefit at the

rate of 8 hours pay at the 40 hour rate for each calendar quarter of perfect attendance as defined above.

## **Section 12 – Pregnancy**

Time off due to an employee's inability to perform her regular duties due to pregnancy and recuperation from delivery shall be treated under all contractual articles and applicable Personnel Policies the same as any other illness or injury from which the employee is expected to recuperate and return to full duty (Sick Leave, Leave of Absence Without Pay, Family Medical Leave Act).

However, consistent with the Medical Requirements for Firefighters and information for Fire Department Physicians, 1582-24-b-3.4 an employee who is pregnant will, upon the employee's request, be voluntarily reassigned to an alternative 40 hour position involving duties that are non-hazardous. Such temporary assignment shall continue until the earlier of (1) the date of delivery; or (2) the date the employee is certified by her physician as unfit to continue in such assignment; or (3) the date the employee elects to discontinue such assignment. At the time the request for reassignment is made a doctor's certificate verifying the pregnancy and providing the employee's projected due date shall be required.

## **ARTICLE 16**

### **FUNERAL LEAVE**

In the event of a death in the immediate family of an employee or an employee's spouse (mother, father, sister, brother, spouse, son, daughter, step parents, half-brother, half-sister, or step-children, grandparents, and grandchildren), the employee shall be granted up to 48 hours absence with full pay to make household adjustments, arrange for services, or attend funeral services.

The Chief may grant 24 additional hours off. If the employee granted such additional leave has accumulated sick leave, such accumulation shall be charged on an hour for hour basis for the additional hours off. If the employee has not accumulated sick leave, then the additional leave shall be charged to accumulated vacation or shall be without pay.

Employees assigned to a 40 hour work schedule shall be eligible for up to three (3) days funeral leave under the conditions set forth in this article. The Chief may grant up to two (2) additional days off. If the employee granted such leave has accumulated sick leave, such accumulation shall be charged on an hour for hour basis for this purpose. If the employee has no accumulated sick leave, then the additional leave shall be charged to accumulated vacation or shall be without pay.

## ARTICLE 17

### **HOLIDAYS**

The City shall allow each eligible employee (after completion of the probationary period) working a regular 24-hour shift paid holidays, totaling 120 hours, provided an employee shall have worked 75% of the number of hours available, exclusive of time off resulting from on-the-job injury or catastrophic illness to them during the contract year. Effective 7-1-96, an additional 12 hours of holiday pay (for a total of 132 hours) will be provided to employees in lieu of receiving a casual day. Holiday routine shall be recognized for those City holidays as identified below:

- |    |                  |     |                               |
|----|------------------|-----|-------------------------------|
| 1. | New Year's Day   | 7.  | Thanksgiving Day              |
| 2. | President's Day  | 8.  | Friday after Thanksgiving     |
| 3. | Memorial Day     | 9.  | Christmas Eve                 |
| 4. | Independence Day | 10. | Christmas Day                 |
| 5. | Labor Day        | 11. | When the department 40        |
| 6. | Veteran's day    |     | hour employees are            |
|    |                  |     | observing additional holidays |

Payment shall be made the last payday of June of each year at the employee's regular hourly rate.

In lieu of the above provision, employees assigned to a 40 hour work week shall be granted one day's holiday leave with pay for each holiday observed by the Fire Department 40 hour administrative staff. The number of hours of leave given shall be commensurate with the number hours worked during their currently assigned work day. When a holiday falls on the employee's regular day off, another day immediately before or after as determined by the Chief will be considered the holiday for that employee. If called back to work on such a holiday, the employee shall be paid two (2) times the regular hourly rate for all hours worked.

## ARTICLE 18

### **LEAVE OF ABSENCE WITHOUT PAY**

Leave without pay may be granted to an employee for any good cause when it is in the best interest of the City service to do so. The employee's interests shall be considered when his record of employment shows him/her to be of more than average value, and it is desirable to retain the employee even at the expense of some sacrifice on the part of the City. Leaves of absence without pay, except in the case of disciplinary leaves, should be considered as a privilege, and the best interest of the department and the City service must be the determining factors in whether such a leave is granted. The Mayor may grant an employee leave without pay for a specified time not to exceed one (1) year and may extend the period of leave if it would be in the best interests of the City to do so. Any appointment made to a position vacated temporarily by an employee on leave without pay shall be conditional upon the return of the employee on leave.

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the classification held prior to the leave.
2. Vacation credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited towards retirement (or merit increases if in excess of thirty (30) calendar days).
4. Leave without pay for more than thirty (30) days during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his probationary period on his return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A formal request shall be submitted to the Mayor through the Fire Department when a leave without pay is desired.
7. For a leave in excess of thirty (30) calendar days, the employee shall be responsible for the full payments necessary to continue any benefits. Such payments shall be made in advance and arrangements be made through the Finance Director.



## ARTICLE 19

### **INSURANCE**

#### **Section 1 - Health Insurance**

The City shall maintain a group health insurance plan for employees and shall pay 100% of the cost less the amount specified as the employee contribution. The contribution for an employee with single (employee only) coverage shall be \$5.00 per payroll period for twenty-four (24 pay periods). The contribution for an employee with family coverage (spouse and/or dependent children) shall be \$28 per payroll period for twenty-four (24 pay periods). However, employees who elect any level of family coverage and were hired before 7-1-04 shall only be required to pay \$12.00 per payroll period for twenty-four (24 pay periods.)

Effective 7-1-94, health benefits shall be paid in accordance with the Preferred Provider Plan (PPO) now in effect for the CWA Clerical Technical Employees, the CWA Emergency Care Employees, Police Supervisors, and Non-union Employees. Before any new group health insurance plan is implemented, proposals based on essentially equivalent specifications are to be secured. Specifications are to be set by the City. The Union may participate with the City in establishing the specifications.

If an employee or his/her dependents do not enroll in the City provided health plan at the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the health insurance carrier on the basis of underwriting policy. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Effective 7-1-99 benefits for prescription drugs under the group health plan will be modified by deleting the benefit in effect 6-30-99 and in its place, adding the PCS Prescription Drug Expense Insurance as described in Appendix C of the contract. The co-payment for eligible drugs shall be \$5.00 for a generic drug prescription and \$10.00 for a non-generic drug prescription.

#### **Section 2 - Life Insurance**

All eligible employees shall receive after thirty (30) days of employment, a \$10,000 Double Indemnity Life Insurance policy carried by and through the City.

**Section 3 - Dental Insurance**

The City shall maintain a group dental insurance plan and shall pay 100% of the premium cost for employee and dependent coverage.

Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits thereunder. If an employee or his dependents do not enroll in the City provided dental plan at the time it is offered or the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the dental carrier on the basis of underwriting policy.

**Section 4 - Eye Care**

Effective 7-1-94 the City shall maintain a group eye care plan and shall pay 100% of the premium cost for employee or family coverage. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

ARTICLE 20

**PHYSICAL EXAMS**

The City shall schedule physical examinations for approximately 1/3 of all fire fighting personnel annually. Physicals shall include items prescribed by physicians designated by the City plus items that are mutually agreed upon by Union/Management. Results of these physical exams shall be reported to the Chief by the City physician in accordance with NFPA 1582, Standard on Medical Requirements for Firefighters and Information for Fire Department Physicians, 2000 Edition; Chapter 2, Section 2-6 and Appendix B, Section B-2.4.

ARTICLE 21

**RATES OF PAY**

**Section 1. Acting Pay**

An employee who is required to act in a position within the bargaining unit with a higher pay range than the position he normally holds (engineer, captain), shall be paid at the employee's current pay step in the pay grade established for the higher level position. Such

**RATES OF PAY (continued)**

employee shall be paid for all hours worked in the acting position. In the event that the employee's current pay step does not correspond to a rate in the higher grade, the employee shall be paid at the lowest hourly rate established for the position. Calculation of the hourly rate for employees working a 40 hour work week shall be the bi-weekly rate established in the contract divided by 80.

## **Section 2. Acting pay for Assignments to the Assistant Fire Chief Position**

An employee who is required to act as an Assistant Fire Chief shall be paid at the hourly rate corresponding to Grade 29 Step 5 of the Non-union pay plan for all hours worked.

The hourly rate for employees acting as a line Asst. Fire Chief (56 hour work week) shall be calculated as the bi-weekly wage established in the pay plan divided by 112.

## **Section 3. Calculation of bi-weekly Pay**

For paycheck calculation purposes, the employee's annual pay shall be divided by 26.1 for each of the bi-weekly pay periods.

## **Section 4. Additional Pay for employees with special certifications**

Employees in the rank of fire fighter, engineer, or captain who are certified by the state of Iowa as an EMT- P, B, or I will be paid in accordance with the attached pay scale subject to the following provisions:

1. Employees must submit proof of these certifications to the Fire Chief. The pay increase related to the certification will be effective on the beginning date of the next following FLSA 28 day period.
2. Employees who receive pay for these certifications must be willing and able to perform work that utilizes these additional skills, including overtime working assignments.
3. An employee will not receive the additional pay associated with EMT-P, B, or I certifications in the following circumstances:
  - A. The employee does not maintain the necessary skills and certification required.
  - B. The medical director has determined that the employee's performance is not adequate.
  - C. The employee no longer desires to be used in the EMT-P, B, or I capacity.

## **RATES OF PAY (continued)**

## **Section 5. Additional Pay for Employees Assigned to Hazmat Team**

The provisions in this section are contingent on the establishment and existence of a regional hazmat team. The payment described below shall become effective on the first full pay period following the execution and initial payment of the regional hazmat contract that calls for service from the Council Bluffs Fire Department.

Employees officially designated as part of the Fire Department hazmat team shall be paid a stipend of \$500 per year. Such payment shall be made on a bi-weekly basis.

## ARTICLE 22

### **LONGEVITY**

In addition to the approved pay plan, eligible employees shall receive longevity pay according to the following schedule:

After five (5) years continuous service	\$ 9.23 bi-weekly
After ten (10) years continuous service	\$18.46 bi-weekly
After fourteen (14) years continuous service	\$25.39 bi-weekly
After eighteen (18) years continuous service	\$30.00 bi-weekly
After twenty-two (22) years continuous service	\$34.62 bi-weekly
After twenty-six (26) years continuous service	\$39.24 bi-weekly

## ARTICLE 23

### **UNIFORMS**

The City will provide each new firefighter with the required firefighter uniform. The uniform shall consist of the following:

Jacket - (1)	All weather uniform cap (1)
Jacket liner - (1)	Sweater - (1)
Long sleeve shirts - (3)	Belt - (1)
Short sleeve shirts - (3)	Tie - (1)
Work pants - (3)	Short sleeve coveralls - (1)
Dress pant - (1)	Long sleeve coveralls - (1)
Pair of socks - (3)	Required patches, badge, insignias,
Pair of shoes - (1)	braids
Any other required items	

Replacement of the above equipment will be by the City upon the Chief's determination of need.

The City will contribute \$100 per year to each employee toward the cost of uniform maintenance, which shall be paid on the last payday in July.

Employees hired before 7-1-89 shall be assumed to have the proper uniform as listed above and will be eligible to have uniform articles replaced when needed as determined by the Chief.

Employees being paid as an EMT-P shall be reimbursed by the City up to \$100 every two (2) years toward the purchase of a stethoscope for use on the job. Reimbursement towards the purchase of a stethoscope made to civilian ambulance workers under the CWA contract will be considered when determining benefits due under this provision.

The employee shall be responsible for cleaning and making minor repairs (i.e., repairs that can be accomplished on a home sewing machine). Upon leaving employment with the City, the employee shall be required to turn in all uniform items provided by the City.

The City shall also furnish and replace eye glass brackets for S.C.B.A. masks, rubber gear, bunker gear, helmets, boots and gloves. Employees may be reimbursed for approved claims in an amount determined by the Fire Chief for the repair or replacement of personal property damaged in the performance of duty, such as eyeglasses, watches, watchbands, flashlights, etc.

## ARTICLE 24

### **SEVERANCE**

Upon termination, eligible employees shall be paid severance pay in the following amounts based on the employee's regular hourly rate of pay in affect at the date of termination, provided that employees who voluntarily resign or are discharged for cause shall not be eligible for this benefit. In the case of a service retirement, employees shall be required to provide two weeks written notice prior to the effective date of the termination to be eligible for severance.

	(For 56 Hour Employees)	(For 40 Hour Employees)
<u>YEARS OF SERVICE</u>	<u># HOURS PAID</u>	<u># HOURS PAID</u>
More than five (5) and less than ten (10)	112 hours	80 hours
More than ten (10) and less than fifteen (15)	168 hours	120 hours
More than fifteen (15)	224 hours	160 hours

## ARTICLE 25

### **SETTLEMENT OF DISPUTES**

#### **Section 1 - Definition**

A grievance shall be defined as a dispute or disagreement raised by an employee or by the union involving the interpretation or application of the specific provisions of this agreement. It is specifically understood that any matter governed by the Civil Service Commission or Civil Service statutory provisions shall not be subject to the grievance procedure herein.

The employee shall have the right to union representation at all steps of the grievance procedure.

#### **Section 2 - Procedure** (reference to "days" shall mean calendar days)

- Step 1 An employee, with or without a representative of the Union, who has a grievance shall present his grievance in writing to his supervisor within fourteen (14) days of the occurrence or the date on which it first became known to the employee. The supervisor shall respond within fourteen (14) days in writing.
- Step 2 Within ten (10) days after the decision in Step 1, or if no timely decision has been made, the employee shall then present the written grievance to the Fire Chief. The Chief, or his designated representative, shall respond in writing ten (10) days.
- Step 3 Within ten (10) days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Mayor. The Mayor, or his designated representative, shall respond in writing within ten (10) days.
- Step 4 Should the response of the Mayor not be satisfactory, the employee shall, within ten (10) days, present a written request for arbitration to the Mayor. The parties shall promptly meet to agree on an arbitrator.
- Step 5 Should the parties fail to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of seven (7) arbitrators, and by alternately striking names (a coin toss shall determine who shall strike the first name) an arbitrator will be selected.

## **SETTLEMENT OF DISPUTES (continued)**

Step 6 Expenses for the arbitrator's services and the proceedings, excluding transcript costs, shall be borne equally by the employer and the Union and/or employee. Each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, it shall be at that party's expense.

Step 7 Failure by an employee and/or the Union to comply with the time limitation set out in Step 1 of the grievance procedure shall be a bar to the filing of any grievance.

### **Section 3 - Authority of Arbitrator**

The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of the arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties.

The arbitrator shall limit his decision strictly to the grievances submitted to him which have been properly processed through the grievance procedure outlined in this article.

All time limits contained in this article may be extended by mutual agreement.

## **ARTICLE 26**

### **PRINTING OF CONTRACT**

The City will provide one copy of the contract for each member of the bargaining unit and an additional ten (10) copies to the President of the Union.

## **ARTICLE 27**

### **UNION MANAGEMENT COMMITTEE**

At the request of either party, a committee comprised of up to four (4) representatives of the employer (including the Chief) and four (4) representatives of the Union (including the President) shall meet at a mutually agreeable times to discuss procedures for avoiding future grievances, and to discuss health and safety matters in the Fire Department. In addition, the committee may discuss other issues which would improve the relationship between the parties. However, no items shall be discussed that have not been pursued through the proper chain of command and/or through the proper department procedure.

## ARTICLE 28

### **PERFORMANCE EVALUATION**

Before the employer implements a formal performance evaluation, it is agreed that the Union will be offered an opportunity to negotiate regarding procedures for such system to the extent provided under Chapter 20.9.

## ARTICLE 29

### **PERFORMANCE STANDARDS**

Recognizing the wage and benefit increases provided for in this agreement are of substantial nature, the Union hereby pledges for itself and all its members, the employees of the City, that they will perform their work effectively and efficiently to the best of their ability, and will cooperate in the introduction of such methods, techniques, and procedures of operation as the City may introduce or put into effect for the purpose of better and more effective operation to the end that the City Fire Department may increase the quality and efficiency of operation. It is further recognized that all articles of this agreement will remain contingent upon performance standards or norms that may be established and/or revised, notwithstanding the existence of prior performance levels, norms or standards and that such standards shall be developed by usual work measurement procedures and may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees, and those employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with City and departmental rules and regulations.

## ARTICLE 30

### **JOB CLASSIFICATION**

For the term of this contract, the City agrees that it will make no change in the job classifications which will have the effect of reducing the wages or fringe benefits of any employee whose basic duties are not substantially changed.

## ARTICLE 31

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court action or by any reason of an existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.



## ARTICLE 32

### **WAGES**

Effective July 1, 2004, employees will be paid in accordance to the pay plan as shown in Appendix A of the contract. Employees assigned to a position that requires them to work a forty (40) hour per week work schedule shall be paid at a rate 5% higher than the base pay for their pay grade and pay step.

## ARTICLE 33

### **CLARIFICATION OF NEGOTIATED LANGUAGE**

In the event a dispute arises between the parties regarding the intent of language negotiated at the bargaining table, both parties agree that the Mayor or his/her designated representative and the appropriate union officials will meet to work out clarification, within seven (7) days of the date either party contacts the other of its desire to achieve a letter of clarification.

## ARTICLE 34

### **DRUG TESTING**

The employer shall have the right to conduct drug testing consistent with state and federal laws.

## AGREEMENT

THIS AGREEMENT SHALL CONTINUE IN FORCE TO AND INCLUDING JUNE 30, 2005.

In witness whereof, the parties have caused this agreement to be signed by their respective representatives, and their signatures placed thereon, all on this \_\_ day of \_\_\_\_\_, 2004.

CITY OF COUNCIL BLUFFS, IOWA

COUNCIL BLUFFS ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS, LOCAL 15

BY: \_\_\_\_\_

BY \_\_\_\_\_

Terry Mauer, Director of Personnel

Kent Cooper, President

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

# Firefighter - Grade 01

## July 1, 2004 through June 30, 2005

56 Hour Employees					40 Hour Employees			
Step	Hourly	Biweekly	Annual	Overtime	Hourly	Biweekly	Annual	Overtime
<u>No certification (1)</u>								
3	11.7067	1,240.91	32,387.75	17.5601	16.2870	1,302.96	34,007.26	24.4305
4	12.1164	1,284.34	33,521.27	18.1746	16.8570	1,348.56	35,197.42	25.2855
5	12.5405	1,329.29	34,694.47	18.8108	17.4469	1,395.75	36,429.08	26.1704
6	12.9794	1,375.82	35,908.90	19.4691	18.0577	1,444.62	37,704.58	27.0866
7	13.8366	1,466.68	38,280.35	20.7549	19.2502	1,540.02	40,194.52	28.8753
8	14.3210	1,518.03	39,620.58	21.4815	19.9242	1,593.94	41,601.83	29.8863
9	14.8222	1,571.15	41,007.02	22.2333	20.6214	1,649.71	43,057.43	30.9321
10	15.3410	1,626.15	42,442.52	23.0115	21.3432	1,707.46	44,564.71	32.0148
<u>EMTB (2)</u>								
4	12.1164	1,284.34	33,521.27	18.1746	16.8570	1,348.56	35,197.42	25.2855
5	12.5405	1,329.29	34,694.47	18.8108	17.4469	1,395.75	36,429.08	26.1704
6	12.9794	1,375.82	35,908.90	19.4691	18.0577	1,444.62	37,704.58	27.0866
7	13.8366	1,466.68	38,280.35	20.7549	19.2502	1,540.02	40,194.52	28.8753
8	14.3210	1,518.03	39,620.58	21.4815	19.9242	1,593.94	41,601.83	29.8863
9	14.8222	1,571.15	41,007.02	22.2333	20.6214	1,649.71	43,057.43	30.9321
10	15.3410	1,626.15	42,442.52	23.0115	21.3432	1,707.46	44,564.71	32.0148
11	15.9083	1,686.28	44,011.91	23.8625	22.1324	1,770.59	46,212.40	33.1986
<u>EMTP (3)</u>								
5	12.5405	1,329.29	34,694.47	18.8108	17.4469	1,395.75	36,429.08	26.1704
6	12.9794	1,375.82	35,908.90	19.4691	18.0577	1,444.62	37,704.58	27.0866
7	13.8366	1,466.68	38,280.35	20.7549	19.2502	1,540.02	40,194.52	28.8753
8	14.3210	1,518.03	39,620.58	21.4815	19.9242	1,593.94	41,601.83	29.8863
9	14.8222	1,571.15	41,007.02	22.2333	20.6214	1,649.71	43,057.43	30.9321
10	15.3410	1,626.15	42,442.52	23.0115	21.3432	1,707.46	44,564.71	32.0148
11	15.9083	1,686.28	44,011.91	23.8625	22.1324	1,770.59	46,212.40	33.1986
12	16.4650	1,745.29	45,552.07	24.6975	22.9069	1,832.55	47,829.56	34.3604

**Firefighter/Paramedic - Grade 02****July 1, 2004 through June 30, 2005**

<b>56 Hour Employees</b>					<b>40 Hour Employees</b>			
<b>Step</b>	<b>Hourly</b>	<b>Biweekly</b>	<b>Annual</b>	<b>Overtime</b>	<b>Hourly</b>	<b>Biweekly</b>	<b>Annual</b>	<b>Overtime</b>
<u><b>EMTP (3)</b></u>								
<b>5</b>	12.5405	1,329.29	34,694.47	18.8108	17.4469	1,395.75	36,429.08	26.1704
<b>6</b>	12.9794	1,375.82	35,908.90	19.4691	18.0577	1,444.62	37,704.58	27.0866
<b>7</b>	13.8366	1,466.68	38,280.35	20.7549	19.2502	1,540.02	40,194.52	28.8753
<b>8</b>	14.3210	1,518.03	39,620.58	21.4815	19.9242	1,593.94	41,601.83	29.8863
<b>9</b>	14.8222	1,571.15	41,007.02	22.2333	20.6214	1,649.71	43,057.43	30.9321
<b>10</b>	15.3410	1,626.15	42,442.52	23.0115	21.3432	1,707.46	44,564.71	32.0148
<b>11</b>	15.9083	1,686.28	44,011.91	23.8625	22.1324	1,770.59	46,212.40	33.1986
<b>12</b>	16.4650	1,745.29	45,552.07	24.6975	22.9069	1,832.55	47,829.56	34.3604

**Fire Engineer - Grade 03**  
**July 1, 2004 through June 30, 2005**

<i>56 Hour Employees</i>					<i>40 Hour Employees</i>			
<i>Step</i>	<i>Hourly</i>	<i>Biweekly</i>	<i>Annual</i>	<i>Overtime</i>	<i>Hourly</i>	<i>Biweekly</i>	<i>Annual</i>	<i>Overtime</i>
<u>No certification (1)</u>								
<b>6</b>	13.8880	1,472.13	38,422.59	20.8320	19.3217	1,545.74	40,343.81	28.9826
<b>7</b>	14.8052	1,569.35	40,960.04	22.2078	20.5977	1,647.82	43,008.10	30.8966
<b>8</b>	15.3235	1,624.29	42,393.97	22.9853	21.3188	1,705.50	44,513.55	31.9782
<b>9</b>	15.8598	1,681.14	43,877.75	23.7897	22.0650	1,765.20	46,071.72	33.0975
<b>10</b>	16.4148	1,739.97	45,413.22	24.6222	22.8371	1,826.97	47,683.92	34.2557
<u>EMTB (2)</u>								
<b>6</b>	13.8880	1,472.13	38,422.59	20.8320	19.3217	1,545.74	40,343.81	28.9826
<b>7</b>	14.8052	1,569.35	40,960.04	22.2078	20.5977	1,647.82	43,008.10	30.8966
<b>8</b>	15.3235	1,624.29	42,393.97	22.9853	21.3188	1,705.50	44,513.55	31.9782
<b>9</b>	15.8598	1,681.14	43,877.75	23.7897	22.0650	1,765.20	46,071.72	33.0975
<b>10</b>	16.4148	1,739.97	45,413.22	24.6222	22.8371	1,826.97	47,683.92	34.2557
<b>11</b>	17.0218	1,804.31	47,092.49	25.5327	23.6816	1,894.53	49,447.23	35.5224
<u>EMTP (3)</u>								
<b>6</b>	13.8880	1,472.13	38,422.59	20.8320	19.3217	1,545.74	40,343.81	28.9826
<b>7</b>	14.8052	1,569.35	40,960.04	22.2078	20.5977	1,647.82	43,008.10	30.8966
<b>8</b>	15.3235	1,624.29	42,393.97	22.9853	21.3188	1,705.50	44,513.55	31.9782
<b>9</b>	15.8598	1,681.14	43,877.75	23.7897	22.0650	1,765.20	46,071.72	33.0975
<b>10</b>	16.4148	1,739.97	45,413.22	24.6222	22.8371	1,826.97	47,683.92	34.2557
<b>11</b>	17.0218	1,804.31	47,092.49	25.5327	23.6816	1,894.53	49,447.23	35.5224
<b>12</b>	17.6175	1,867.46	48,740.71	26.4263	24.5105	1,960.84	51,177.92	36.7658

**Fire Captain - Grade 05**  
**July 1, 2004 through June 30, 2005**

<i>56 Hour Employees</i>					<i>40 Hour Employees</i>			
<i>Step</i>	<i>Hourly</i>	<i>Biweekly</i>	<i>Annual</i>	<i>Overtime</i>	<i>Hourly</i>	<i>Biweekly</i>	<i>Annual</i>	<i>Overtime</i>
<b>6</b>	15.1379	1,604.62	41,880.58	22.7069	21.0607	1,684.86	43,974.85	31.5911
<b>7</b>	16.1376	1,710.59	44,646.40	24.2064	22.4515	1,796.12	46,878.73	33.6773
<b>8</b>	16.7026	1,770.48	46,209.53	25.0539	23.2376	1,859.01	48,520.16	34.8564
<b>9</b>	17.2872	1,832.44	47,826.68	25.9308	24.0508	1,924.06	50,217.97	36.0762
<b>10</b>	17.8921	1,896.56	49,500.22	26.8382	24.8924	1,991.39	51,975.28	37.3386
<b>6</b>	15.1379	1,604.62	41,880.58	22.7069	21.0607	1,684.86	43,974.85	31.5911
<b>7</b>	16.1376	1,710.59	44,646.40	24.2064	22.4515	1,796.12	46,878.73	33.6773
<b>8</b>	16.7026	1,770.48	46,209.53	25.0539	23.2376	1,859.01	48,520.16	34.8564
<b>9</b>	17.2872	1,832.44	47,826.68	25.9308	24.0508	1,924.06	50,217.97	36.0762
<b>10</b>	17.8921	1,896.56	49,500.22	26.8382	24.8924	1,991.39	51,975.28	37.3386
<b>11</b>	18.5537	1,966.69	51,330.61	27.8306	25.8128	2,065.02	53,897.02	38.7192
<b>6</b>	15.1379	1,604.62	41,880.58	22.7069	21.0607	1,684.86	43,974.85	31.5911
<b>7</b>	16.1376	1,710.59	44,646.40	24.2064	22.4515	1,796.12	46,878.73	33.6773
<b>8</b>	16.7026	1,770.48	46,209.53	25.0539	23.2376	1,859.01	48,520.16	34.8564
<b>9</b>	17.2872	1,832.44	47,826.68	25.9308	24.0508	1,924.06	50,217.97	36.0762
<b>10</b>	17.8921	1,896.56	49,500.22	26.8382	24.8924	1,991.39	51,975.28	37.3386
<b>11</b>	18.5537	1,966.69	51,330.61	27.8306	25.8128	2,065.02	53,897.02	38.7192
<b>12</b>	19.2031	2,035.53	53,127.33	28.8047	26.7163	2,137.30	55,783.53	40.0745

# ***PRESCRIPTION DRUGS EXPENSE INSURANCE***

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## **Purpose**

Prescription Drugs Expense Insurance is designed to help your employees pay for drugs that are prescribed for them or their dependents.

Prescription Drugs Expense Insurance may be written in conjunction with a medical program or as a supplement to it. It may also be offered as a stand-alone coverage.

When you add Prescription Drug Expense Insurance to your medical program, covered prescription drugs are no longer paid according to the comprehensive medical provisions. Instead, benefits for prescription drugs and medicines are provided as shown on your Schedule of Benefits.

The Principal provides the prescription drug coverage and works with PCS Health Systems, Inc. of Phoenix, Arizona, to administer the coverage.

## **Benefits**

The member will pay the deductible, as shown in the Schedule of Benefits, for each prescription or refill requested. The remaining covered charges are paid by your Prescription Drugs Expense Insurance.

## **Covered Charges**

The maximum covered charge for the prescription is the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price (AWP) of the drug minus 10% plus a dispensing fee of \$3.00. (The discount off the AWP and dispensing fee may vary depending on the network selected.)

The Prescription Drugs Expense Insurance pays for medications if they are:

- Prescription legend drugs, except those listed in the limits section.
- Insulin by prescription
- Compound medications of which at least one ingredient is a covered legend drug
- Legend oral contraceptives, if you elect to have the program cover them. (See Schedule of Benefits to confirm your election of this as a covered charge.)

Each prescription or refill cannot exceed a 34-day supply or a 100-unit dose, whichever is greater.

# ***PRESCRIPTION DRUGS EXPENSE INSURANCE (continued)***

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## **Limits**

Prescription Drugs Expense Insurance does not include and no benefits are paid for the following:

- Legend contraceptives non-oral dosage forms (see Schedule of Benefits to confirm your election to not cover this charge)
- Contraceptive devices, Levonorgestrel (Norplant)
- Growth hormones
- Minoxidil (Rogaine)
- Infertility medications
- Drugs or medicines that are not for medically necessary care
- Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription
- Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home or other institution
- Drugs or medicines delivered or administered by the prescriber
- Drugs or medicines prescribed or dispensed by any person in an employee's immediate family
- Immunization agents, biological sera, blood, blood plasma or injectables (except insulin) or any prescription directing parenteral administration or use
- Administration of any drug or medicine
- Prescriptions or refills in excess of a physician's order or refills dispensed more than one year after the prescription date
- Drugs or medicines provided at no charge when insurance is absent
- Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid)
- Drugs or medicines needed because of war or act of war
- Drugs or medicines needed because of participation in crime
- Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights
- Drugs labeled "caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual
- Therapeutic devices or appliances, including needles syringes, support garments and other non-medicinal substances regardless of intended use

NOTE: some prescription drugs and related items excluded under the Prescription Drug Expense Insurance may still be covered under the general comprehensive medical provisions



# ***PRESCRIPTION DRUGS EXPENSE INSURANCE***

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## **Claims Administration**

We have contracted with PCS Health Systems, Inc. to administer the Prescription Drugs Expense Insurance. PCS handles the necessary reimbursements to the PCS member pharmacies (or employees if non-member pharmacy is used) and in turn bills us for these charges in addition to the administrative fees.

Each employee will receive a personalized plastic identification card to use at PCS member pharmacies. In order to obtain benefits when a PCS member pharmacy is used, members or their dependents need to follow these simple steps:

- Present the identification card to the pharmacist. The pharmacist uses the information on the card to access the PCS system to verify eligibility, co-pay and covered charges information
- Sign the pharmacy claim voucher provided by the pharmacy
- Pay the pharmacist the deductible amount and receive the prescription

You benefit department will be provided with a directory which lists the PCS member pharmacies throughout the country and a supply of PCS claim forms.

If your employees choose not to use a PCS member pharmacy, they will need to:

1. Pay the pharmacist the entire costs of the prescription
2. Get a PCS prescription drug claim form from your benefit department
3. Complete the top half of the claim form, attach the receipt of purchase, ask the pharmacist to complete the other half, and mail the form and receipt to PCS (PCS address on form)

PCS will reimburse your employees directly for the amount in excess of the deductible so long as the charges do not exceed the amount allowed under the established payment schedule.

# MANAGED MAIL ORDER DRUG PROGRAM

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## Purpose

The Managed Mail Order Drug Program is designed to help your covered employees pay for drugs that are prescribed for them or their eligible dependents and are required to be taken on a regular or long term basis.

The Managed Mail Order Drug Program is a supplement to and may be written in conjunction with a medical program or with a separate prescription drug program. We do not offer it as a stand-alone coverage.

## Benefits

The member pays the deductible, as shown in the Schedule of Benefits for each prescription or refill requested. Your Managed Mail Order Program pays the remaining charges.

## Covered Charges

The actual cost of a prescription is pre-determined by the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price of the drug minus 17% for brand and 45% for generic drugs. The charge will also include a dispensing fee of \$1.50.

Here's how the payment is set up

<b>Brand Name Drugs</b>	Average Wholesale Price - 17% + (dispensing fee) \$1.50
<b>Generic Drugs</b>	Average Wholesale Price - 45% + (dispensing fee) \$1.50

The Managed Mail Order Program will pay for maintenance medications if they are:

- Prescription Legend drugs, except those listed in the limits section
- Insulin
- Compound Medications of which at least one ingredient is a covered legend drug
- Legend oral contraceptives, (see Schedule of Benefits to confirm your election on this charge)

Each prescription or refill cannot exceed a 90-day supply.

**The prescription will be filled with the generic equivalent when available and permissible by law unless the employee or doctor requires the use of a brand name drug.**

# ***MANAGED MAIL ORDER DRUG PROGRAM (continued)***

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## **Limits**

The Managed Mail Order Drug Program does not include and no benefits are paid for the following:

- Legend oral contraceptives (see Schedule of Benefits to confirm your election on this charge.
- Contraceptive devices, Levonorgestrel (Norplant)
- Minoxidil (Rogaine)
- Growth hormones
- Infertility medications
- Drugs or medicines that are not for medically necessary care
- Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription
- Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home other institution
- Drugs or medicines delivered or administered by the prescriber
- Drugs or medicines prescribed or dispensed by any person in an employee's immediate family
- Immunization agents, biological sera, blood, blood plasma or injectables (except insulin)
- Administration of any drug or medicine
- Prescriptions or refills in excess of a physician's order or refills dispensed more than one year after the prescription date
- Drugs or medicines provided at no charge when insurance is absent
- Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid)
- Drugs or medicines needed because of war or act of war
- Drugs or medicines needed because of participation in crime
- Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights
- Therapeutic devices or appliances including hypodermic needles, syringes, support garments and other non-medicinal substances
- Any medicine or drug labeled "Caution – limited by Federal law to investigational use," or any experimental drug

APPENDIX D  
CITY OF COUNCIL BLUFFS  
SCHEDULE OF HEALTH BENEFITS  
PRINCIPAL HEALTH CARE OF NEBRASKA  
PREFERRED PROVIDER ORGANIZATION (PPO)

**Schedule of Benefits**

The following is a short synopsis of benefits which will be applicable through Principal Health Care of Nebraska, a preferred Provider Organization (PPO). Should a PPO provider not be used, Comprehensive Medical benefits will apply.

**Choice of Providers**

Employees may use any physician or hospital they choose to receive health care. Benefits are greater for Principal Health Care of Nebraska Providers as shown below.

	<b><u>Principal Health Care of Nebraska Providers</u></b>	<b><u>Comprehensive Medical Benefits (Non-PPO Providers)</u></b>
<b><u>Maximums</u></b>		
<i>Mental, nervous, alcohol, and drug abuse charges:</i>	- Inpatient maximum 30 days/calendar year - Outpatient maximum \$4,000/calendar year - Lifetime maximum \$50,000 - Lifetime maximum unlimited	- Inpatient maximum 30 days/calendar year - Outpatient maximum \$4,000/calendar year - Lifetime maximum \$50,000 - Lifetime maximum unlimited
<i>All other charges</i>		
<b><u>Deductibles</u></b>		
Individual per calendar year	\$100	\$100
Family per calendar year	300	300
Physician Consultation*	10	20
* Does not count toward the calendar year deductible.		
<b><u>Coinsurance</u></b>		
<i>Physician consultation services</i>	100% in excess of \$10 deductible.	80% in excess of \$20 deductible.
<i>Hospital charges</i>	90% in excess of the calendar year deductible up to the out-of-pocket limit.	80% in excess of the calendar year deductible up to the out-of-pocket limit.
- Inpatient		
- Outpatient		
- Emergency		
- Physician's Fees		
- In-Hospital		
- Surgery, Anesthesia		
- Maternity		
<i>All other covered charges.</i>	80% in excess of the calendar year deductible amount up to the out-of-pocket limit.	80% in excess of the calendar year deductible amount up to the out-of-pocket limit.
- Prescription Drug		
- Medical Supplies		
- Ambulance		
<b><u>Out-of-pocket Limit</u></b>		
Out-of-pocket limit per calendar year (includes the deductible and coinsurance)	\$1,000 per person, \$2,000 per family.	\$1,000 per person, \$2,000 per family. Cost containment penalty will not count toward the out-of-pocket. The maximum penalty if \$300 per occurrence.

## **FAIR LABOR STANDARDS ACT AFFECT ON FIREFIGHTERS**

The Fair Labor Standards Act (FLSA) became applicable to cities on April 5, 1986. Prior to this time the City had a labor contract with employees which spelled out the regular hours of work, the pay employees would receive for their regular hours of work, and payment for contractual overtime hours. The following is an outline of the information provided to all affected employees explaining how FLSA would affect the contractual provisions. The examples used have been updated to reflect current pay rates and current contractual provisions. The intent of this summary information is to help employees understand pay calculations; it is not intended to make any changes in how pay is calculated.

1. Provisions of the FLSA
  - A. Minimum Wage
  - B. Child Labor laws
  - C. Overtime Compensation
  
2. "7k" Exemption for firefighters
  - A. Allows cities to establish a work period that is at least 7 and no more than 28 days
  - B. FLSA sets a 53 hour work week standard
  - C. Council Bluffs Fire Department has established a 28 day work period beginning Saturday at 7:00 a.m. on April 5, 1986
  - D. FLSA overtime provisions for firefighters: time and one-half the "regular rate" for all hours worked over 212 in the 28 day work period.
  
3. In some respects the City's contractual policies on overtime are better than FLSA.
  - A. Overtime is earned for all hours beyond regular shift
  - B. City contract counts paid leave as hours worked, but FLSA only counts the actual hours worked.
  
4. In some respects the City's benefits are less than FLSA.
  - A. The City's overtime threshold is an average of 56 hours a week, the FLSA is 53 hours per week.
  - B. FLSA includes certain forms of compensation as part of the regular rate that the City rate does not include (i.e. longevity, educational benefit, acting pay).
  
5. What is the "FLSA regular rate?"
  - A. It is the true average hourly rate based on the contractual provisions agreed to by the City and Union.
  - B. It is not the same as the City's contractual rate.
  - C. It is calculated each work period.
  - D. The calculation looks like this:

Total compensation paid to the employee ÷ hours worked = FLSA regular hourly rate

6. The FLSA provides that some forms of compensation can be excluded from the FLSA regular rate of pay
  - A. Overtime premiums paid pursuant to a collective bargaining provision

- B. Pay for non-work hours (i.e. holiday, sick, and vacation pay).
- C. Premium pay for working on a holiday or call-in pay
- D. Health, life, and retirement benefits.

7. In a 28 day period, an employee will normally work either 9 tours or 10 tours . The liability under FLSA is illustrated below:

<u>Hours Worked</u>		<u>FLSA OT Threshold</u>		<u>OT in Regular Schedule</u>
9 Tours = 216	-	212	=	4
10 Tours = 240	-	212	=	28

The City's compensation is considered to be straight time compensation for 216 or 240 hours. An additional half time is owed for all hours worked above 212 in the 28 day period.

8. The City's biweekly wage is payment for working a schedule that averages 56 hours per week. The City and union have agreed to an (artificial) contractual hourly rate that is calculated by dividing the biweekly wage by 106 hours.

The FLSA "regular Rate" is calculated using the actual hours worked so it fluctuates. The examples below used an employee whose total compensation is \$1,000 bi-weekly.

<u>28 Day Compensation</u>		<u>Hours Worked</u>		<u>FLSA Regular Rate</u>
\$2,000	÷	216	=	9.26
\$2,000	÷	240	=	8.33

The City's contractual hourly rate would be a constant 9.43 per hour ( $1000 \div 106$ ). Note that it is higher than the FLSA rate because it is based on working 53 hours when employees actually work 56 hours.

9. The following illustrations are based on the wage and benefit scenario below:

Employee "A" is an engineer, grade F2 step 8. His contractual bi-weekly rates are as follows:

Base Pay:	\$1243.15	Hourly:	\$11.73	Overtime:	\$17.59
Longevity	\$ 9.23				
College	<u>\$ 11.54</u>				
	\$1263.92				

Acting Pay .80/per hour

The normal FLSA compensation he would receive in a 28 day period would be:

$$\$1263.92 * 2 \text{ biweekly periods or } \$2,527.84$$

## Illustration #1 - Employee works regular schedule with no City overtime

Situation 1 - "A" works 216 hours (9 tours)

The City pays "A" \$2,527.84 for working 216 hours and \$11.70 is the "regular rate" under FLSA.

The \$2,527.84 is considered to be the straight time payment for the 216 hours. An additional half time payment is owed for all hours above 212. The calculation of the additional overtime liability would look like this:

$$216 \text{ hrs worked} - 212 = 4 \text{ hours FLSA OT @ } 11.70 * .5 = \$23.40$$

FLSA would require us to pay \$2551.24 to "A" which means the City will have to pay an additional \$23.40 to comply with the law.

\$2,551.24	-	\$2,527.84	=	\$23.40
Required by FLSA		Required by City contract		Additional amount owed by City

Situation 2 - "A" works 240 hours (10 tours)

The City pays "A" \$2,527.84 for 240 hours work and 10.53 is the "regular rate" under FLSA.

The \$2527.84 is considered the straight time payment for the 240 hours. An additional half time payment is owed for all hours above 212. The calculation of the additional overtime liability would look like this:

$$240 \text{ hours worked} - 212 = 28 \text{ hours FLSA OT @ } 10.53 * .5 = \$147.42$$

FLSA would require us to pay \$2,675.26 to "A" which means the City will have to pay an additional \$147.42 to comply with the law.

\$2,675.26	-	\$2,527.84	=	\$147.42
Required by FLSA		Required by City contract		Additional amount owed by City

Note: in both situations 1 and 2 the employee did not work any overtime under the City contract, so there is no credit towards overtime that can be claimed.

Situation 3 - "A" works 240 hours but is working and paid Captain rank for 120 hours

The City pays \$2527.84 plus acting pay of \$96.00. Since acting pay is included in the FLSA regular rate, the total compensation is \$2,623.84 or 10.93 per hour.

$$28 \text{ hours FLSA OT @ } 10.93 * .5 = \$153.02 \text{ (additional amount owed)}$$

Illustration #2: Employee works regular schedule plus 24 hours City overtime

Using the same wages and benefits, if "A" works his regular schedule plus 24 hours City overtime his compensation would be as follows:

Base pay, longevity, & college for 2 bi-weekly periods	\$ 2,527.84
Overtime @ straight time rate (excludes premium OT pay of 140.76)	<u>281.52</u>
	\$ 2,809.36

Situation 1 - "A" works 216 regular hours + 24 City overtime hours

The City pays "A" \$2,809.36 for 240 hours work and 11.71 is the "regular rate" under FLSA. The \$2809.36 is straight time compensation for 240 hours. An additional half time is owed for all hours above 212. The calculation of liability under FLSA would look like this:

$$240 - 212 = 28 \text{ hours} * 11.71 * .5 = \$163.94$$

The city can take credit for the premium overtime pay of 24 hours @ 11.73 \*.5 or 140.76 that it paid under the union contract. This means the employee gets an additional \$23.18 as a result of the requirements of the FLSA. This is the difference between the \$163.94 owed under FLSA and the \$140.76 owed under City contract.)

Situation 2 - "A" works 240 regular hour + 24 hours City overtime

The City pays "A" \$2809.36 for 264 hours work and \$10.64 per hour is the "regular rate" under FLSA. The 2809.36 is straight time for 264 hours. An additional half time is owed for all hours above 212. The calculation of liability under FLSA would look like this.

$$264 - 212 = 52 \text{ hours} @ 10.64 * .5 \text{ or } \$276.64$$

The City can take credit for the premium overtime pay of 24 hours \* 11.73 \*.5 or \$140.76. This means the employee gets an additional \$135.88 as a result of the FLSA. This is the difference between the \$276.64 owed under FLSA and the \$140.76 paid under City contract.



## Illustration C: Effect of Paid Leave on Overtime

Situation 1

"A" is scheduled to work 216 hours in the period, but is on paid leave for 24 hours. Since he only works 192 hours no liability under FLSA occurs. The 24 hours of paid leave are not counted as work time.

Situation 2

If "A" is scheduled to work 240 regular hours but is on paid leave 24 hours. The compensation would be:

Base pay, longevity, education benefit for 2 bi-weekly periods	\$ 2,527.84
Exclusion of pay for non working time (24 * 11.73)	<u>- 281.52</u>
	2,246.32

The "regular rate" under FLSA would be 10.40 per hour ( $\$2246.32 \div 216$  hrs worked)

The OT liability is 4 hours @  $10.40 * .5 = \$20.80$

Situation 3

If "A" is scheduled to work 216 hours and is sick one tour but also is called in to work 24 hours of City overtime, liability is calculated as follows:

Base pay, longevity, educational benefit for 2 bi-weekly periods	\$ 2,527.84
Overtime @ straight time (24 * 11.73)	+ 281.52
Exclusion of pay for non work hours (24 * 11.73)	<u>- 281.52</u>
	\$ 2,527.84

In this example, the City contract would require the City to pay overtime 20 hours sooner than FLSA, so no additional FLSA liability exists.

<u>Owed under FLSA</u>	<u>Owed Under City Contract</u>	<u>Additional FLSA owed</u>
$4 * 11.70 * .5 = \$46.80$	$24 * 11.73 * .5 = \$140.76$	0